

BILL NO. S-74-11-24

SPECIAL ORDINANCE NO. S-184-74

AN ORDINANCE approving a contract with JOHN
DEHNER, INC. in connection with Sewer
Resolution No. 284-1974

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. The contract dated October 9, 1974, between the City
of Fort Wayne, by and through its Mayor and the Board of Public Works and
JOHN DEHNER, INC, for construction as follows:

120" + 120" FLAP GATE

For the installation of a flap gate and special manhole with all
related concrete work at the existing storm outfall at the Rudisill
Boulevard - St. Mary's River Intersection.

Said improvement with all appurtenances to be constructed in
accordance with the plans, profiles and specifications now on
file in the office of the Department of Public Works of said City
All work done in the making of the aforementioned public improve-
ment shall be in accordance with the terms and conditions of the
resolution aforementioned and the plans, profiles and specifications
now on file in the office of the Board of Public Works of said City.
It is hereby found by said Board of Public Works that all benefits
accruing hereunder will be to the general public of the City of
Fort Wayne, and that no special benefits will accrue to any property
owner adjoining said improvement of otherwise assessable under said
improvement. The cost of said improvement shall be paid by the
City of Fort Wayne, Indiana out of monies currently appropriated
from City Utilities Fund

for a total cost to Utility of \$50,365.00, all as more particularly set forth in
said Contract, which is on file in the Office of the Board of Public Works,
and is by reference incorporated herein and made a part hereof, is hereby
in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.

William T. Singer
Finance
Councilman

APPROVED AS TO FORM
AND LEGALITY

Thad D. Bell
CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 11/26/74

Charles D. Whitman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Stier, and duly adopted, placed on its passage.

Passed (Lost) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 12-10-74

Charles D. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (~~Appropriation~~) Ordinance (Resolution) No. S-184-74 on the 10th day of December, 1974.

ATTEST: (SEAL)
Charles D. Whitman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of December, 1974, at the hour of 11:00 o'clock A. M., E.S.T.

Charles D. Whitman
CITY CLERK

Approved and signed by me this 11th day of December, 1974, at the hour of 3:00 o'clock P. M., E.S.T.

Paul Hoag
MAYOR

Bill No. S-74-11-24

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with JOHN DEHNER, INC. in connection with Sewer
Resolution No. 284-1974

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul M. Burns

DATE 12-10-77 Charles W. Westerman
CHARLES W. WESTERMAN, CITY CLERK

61-180-9 10/31/74
CONTRACT AND BOND

This Agreement, Made and entered into as of the OCT 9 1974 day of

19, by and between

JOHN DEHNER, INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

120" + 120" FLAP GATE

For the installation of a flap gate and special manhole with all related concrete work at the existing storm outfall at the Rudisill Boulevard - St. Mary's River Intersection.

Said improvement with all appurtenances to be constructed in accordance with the plans, profiles and specifications now on file in the office of the Department of Public Works of said City.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the resolution aforementioned and the plans, profiles and specifications now on file in the office of the Board of Public Works of said City.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne, and that no special benefits will accrue to any property owner adjoining said improvement of otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana out of monies currently appropriated from City Utilities Fund.

48" Saddle Manhole "COMPLETE"

TWO THOUSAND THREE HUNDRED

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of SEWER Improvement Resolution No. 284-74 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 240 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the under-lyingly bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this

day of OCT 9 1974 19

JOHN DEHNER, INC.

BY: *John Dehner*

ITS: PRESIDENT

Contractor, party of the first part.

This contract approved by us this 3/pt day of October, 19 74

BOARD OF PUBLIC WORKS,
Party of the second part.

Glen Sisk
John H. Probst Mayor

61-180-9 10/31/74
CONTRACT AND BOND

This Agreement. Made and entered into as of the OCT 9 1974 day of

for the Following Prices		
120" X 120" Flapgate "COMPLETE"	Forty Four Thousand One Hundred and Forty Dollars	\$44,140.00
42" Circular Flapgate "COMPLETE"	Two Thousand Five Hundred Twenty Five Dollars	\$ 2,525.00
Seeding and 2" Mulch	Three Dollars	\$ 3.00
"ALTERNATE"		
48" Saddle Manhole "COMPLETE"	Two Thousand Three Hundred and Fifty Dollars	\$ 2,350.00

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of SEWER Improvement Resolution No. 284-74 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 240 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this OCT 9 1974 day of 19

JOHN DEHNER, INC.

BY: John Dehner

ITS: PRESIDENT

Contractor, party of the first part.

This contract approved by us this 3/pt day of October, 19 74

BOARD OF PUBLIC WORKS,
Party of the second part.

John H. Pross Mayor

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

-----JOHN DEHNER, INC.-----

Contractors

as principal and -----UNITED STATES FIDELITY AND GUARANTY COMPANY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIFTY THOUSAND
THREE HUNDRED SIXTY FIVE DOLLARS----- (\$ 50,365.00-----)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said -----

-----JOHN DEHNER, INC.-----

did on the _____ day of OCT 9 1974 enter into a contract with the City
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and
along _____

according to certain plans and specifications, and also warranting and guaranteeing the work, material and
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said -----JOHN DEHNER, INC.-----

----- shall faithfully perform and fulfill all the requirements of said war-
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 9 day of October 19 74

JOHN DEHNER, INC.

(SEAL)

PRESIDENT

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: John Dehner (SEAL)
UNITED STATES FIDELITY & GUARANTY COMPANY

BY: Arthur C. Zent

ITS Gene L. Gile (SEAL)
ATTORNEY IN FACT

Approved this

31st day of

October

19 74

Glen Coblin

Board of Public Works.

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

JOHN DEHNER, INC.

as principal and _____ UNITED STATES FIDELITY AND GUARANTY COMPANY _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIFTY THOUSAND

THREE HUNDRED SIXTY FIVE DOLLARS-----

(\$ 50,365.00-----)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the OCT 9 1974

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 9 day of October

19 74

YASTE, ZENT & RYE, INC.

Authorized Agents

BY: Arthur C. Zwick

JOHN DEHNER, INC.

(SEAL)

BY: John Dehner

PRESIDENT

(SEAL)

ITS

(SEAL)

UNITED STATES FIDELITY & GUARANTY

BY: Lane J. Smith

(SEAL)

Attorney-in-fact

Approved this 3/pt day of October

19 74

Glenn C. Cuklin

Board of Public Works.

Completed in City Engineering Office
October 4, 1974

The contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, Page 545, being Section 9459 of Burns Annotated Statutes Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A Copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference. It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

GENERAL POWER OF ATTORNEY

No. 83680

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Grile

of the City of Fort Wayne, State of Indiana,
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Grile

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 19th day of

April, A. D. 19 73

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By, James A. Mappus, Vice-President.

(SEAL)

(Signed) John H. Aitken, Assistant Secretary.

STATE OF MARYLAND,
BALTIMORE CITY, }

ss:

On this 19th day of April, A. D. 19 73 before me personally came James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John H. Aitken, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John H. Aitken were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 74

(SEAL)

(Signed) Herbert J. Aull, Notary Public.

STATE OF MARYLAND,
BALTIMORE CITY, }

Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 19th day of April, A. D. 19 73

(SEAL)

(Signed) Robert H. Bouse, Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Grile

of Fort Wayne, Indiana, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) October 9, 1974

John and [Signature]
Assistant Secretary





THE CITY OF FORT WAYNE

board of public works

November 6, 1974

The Common Council
Fort Wayne, Indiana


Gentlemen and Mrs. Schmidt:

The City has entered into a contract with John Dehner, Inc. in amount of \$50,365.00 for the installation of a flap gate and related structures at the Rudisill Boulevard-St. Mary's River Intersection. Purpose of the installation is to eliminate odors and deter river water entering the Rudisill sanitary sewer.

The contractor is reluctant to order the flap gate without councilmatic approval of the contract. Delivery date on the flap gate is eighteen to twenty-eight weeks; therefore, we are requesting "Prior Approval" of the expenditure from Sewer Utility Funds.

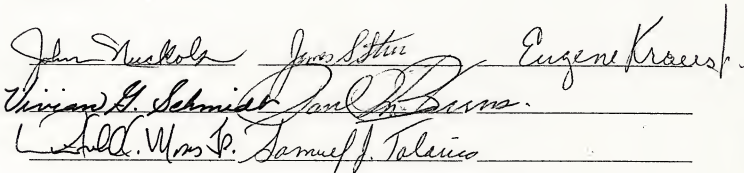
Contracts will be submitted for formal approval and Ordinance.

Sincerely,


Dr. Jerry D. Boswell, Chairman
Board of Public Works

JDB:bt

APPROVED:



MEMBERS OF THE COMMON COUNCIL

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Sewer Resolution 284-1974, contract with John Dehner, Inc.
in amount of \$50,365.00 covers installation of flap-gate at Rudisill Boulevard-
St. Mary's River intersection.

SEE PRIOR APPROVAL ATTACHED

EFFECT OF PASSAGE Odor control and prevention of river water entering sanitary
sewer causing back up in residential basements.

EFFECT OF NON-PASSAGE Failure to handle above existing problems.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to Utility of \$50,365.00.

ASSIGNED TO COMMITTEE _____